

1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF NEVADA

3 \* \* \*

4 OCWEN LOAN SERVICING, LLC, a Florida  
5 Company,

6 Plaintiff,

7 v.

8 BFP INVESTMENTS 5, LLC, a Nevada  
9 Limited Liability Company,

10 Defendant.

Case No. 2:15-cv-01841-APG-EJY

**ORDER**

11 Before the Court is Plaintiff's Motion for Leave to Amend Complaint. ECF No. 47. The  
12 Court has considered the Motion, Defendant's Response to Plaintiff's Motion (ECF No. 49), and  
13 Plaintiff's Reply (ECF No. 50). The Court finds as follows.

14 **I. BACKGROUND**

15 Plaintiff Ocwen Loan Servicing alleges that the Prescott Park Homeowners' Association (the  
16 "HOA") and its agent conducted a nonjudicial lien foreclosure sale that extinguished Plaintiff's first  
17 Deed of Trust after the prior homeowner failed to pay HOA assessments. On September 24, 2015,  
18 Plaintiff brought an action to quiet title against Defendant BFP Investments, the current titleholder  
19 of the property seeking injunctive and declaratory relief. Plaintiff now seeks leave of Court to amend  
20 its Complaint to join the HOA as a necessary party to the action and allow amendment of its  
21 Complaint to add claims for Declaratory Relief and Quiet Title Under Amendments V and XIV to  
22 the United States Constitution, Permanent and Preliminary Injunction, Unjust Enrichment,  
23 Wrongful/Statutorily Defective Foreclosure, Breach of Statutory Duty, Negligent Misrepresentation,  
24 Breach of Contract, and Breach of the Covenant of Good Faith and Fair Dealing.

25 Plaintiff explains that its request to amend the pleadings is timely because it has been waiting  
26 to complete the Nevada Real Estate Division ("NRED") mediation before bringing claims against  
27 the HOA and, key to this decision, for the stay of this case to be lifted. Plaintiff states that it did not  
28 previously name the HOA as a defendant because, at the time of filing of the initial Complaint, such

1 complaints against an HOA and/or HOA Trustee had to first be submitted to NRED mediation. In  
2 support, Plaintiff attached a copy of a December 29, 2016 letter from the NRED stating that the  
3 mediation between Plaintiff, the Prescott Park HOA, and the HOA Trustee Nevada Association  
4 Services, Inc. (“NAS”) was unsuccessful. ECF No. 47-3. Further, at the time of mediation, and  
5 when the NRED letter was issued, the instant proceedings were administratively stayed. ECF No.  
6 25. The stay was lifted on September 9, 2019. ECF No. 38.<sup>1</sup> Accordingly, Plaintiff argues that it  
7 is seeking this amendment now, not in bad faith or for any dilatory motive, but to guarantee that this  
8 case is “evaluated on its merits with the participation of all interested parties.” ECF No. 47.

9 Defendant responds that it does not object to Plaintiff’s request to add the Prescott Park HOA  
10 as a party defendant. Thus, this issue is not discussed and Prescott Park HOA will be added as a  
11 defendant. However, Defendant “object[s] to [Ocwen’s] attempt to add new claims related to  
12 satisfaction of the superpriority portion of the Association’s lien—specifically, claims that include  
13 allegations of homeowner payment and bank tender—over five years after the Association  
14 foreclosure sale.” ECF No. 49 at 1. Defendant argues that Plaintiff unduly delayed in seeking  
15 amendment and, in any event, that amendment is futile because the Nevada Supreme Court has  
16 questioned whether a homeowner’s payments can satisfy the superpriority component of an HOA’s  
17 lien. *Id.* at 2-3. In sum, Defendant maintains that Ocwen is time barred from amending its Complaint  
18 to add as a cause of action and/or affirmative defense that the superpriority component of the Prescott  
19 Park HOA’s lien was satisfied prior to the foreclosure sale. *Id.* at 2-6.

20 Plaintiff replies that BFP Investments “ignores the proverbial gigantic elephant in the room.  
21 This Court stayed this case from August 19, 2016 through September 9, 2019.” ECF No. 50 at 4.  
22 Plaintiff argues that the applicable statutes of limitation for its proposed causes of action were tolled  
23 as a matter of law during the pendency of the stay. *Id.* at 4-6. Alternatively, Plaintiff contends that  
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25 <sup>1</sup> The Court first stayed all proceedings in this case pending the Ninth Circuit’s issuance of its mandate in *Bourne*  
26 *Valley Court Tr. v. Wells Fargo Bank, NA*, 832 F.3d 1154 (9th Cir. 2016). ECF No. 25 at 2. *Bourne Valley* held that  
27 NRS 116’s HOA nonjudicial foreclosure scheme facially violated mortgage lenders’ constitutional due process rights,  
28 because the statutory scheme contained an impermissible notice provision requiring mortgage lenders to “opt-in” to  
receive notice of foreclosure by an HOA. *Id.* at 1156. However, the Nevada Supreme Court rejected *Bourne Valley*’s  
interpretation of the Nevada statutory scheme clarifying that NRS 116.31168(1) had always incorporated NRS 107.090’s  
mandatory notice requirement to provide foreclosure notices to holders of junior interests. *SFR Invs. Pool 1, LLC v.*  
*Bank of New York Mellon*, 422 P.3d 1248, 1253 (Nev. 2018).

1 the statutes of limitation should be equitably tolled. *Id.* at 6-7. Finally, Plaintiff maintains the  
2 Nevada Supreme Court held that “[a] homeowner **absolutely can** satisfy the superpriority  
3 component of the HOA’s lien” and, further, that Plaintiff was unable to ascertain whether the  
4 previous homeowner satisfied this component until the stay was lifted in this matter and discovery  
5 was allowed to proceed. *Id.* at 7-8 (emphasis in original).<sup>2</sup>

## 6 **II. DISCUSSION**

7 Federal Rule of Civil Procedure 15(a)(2) states that a party may amend its pleading with  
8 leave of court, which should freely be given “when justice so requires.” In the Ninth Circuit, Rule  
9 15(a) is applied with “extreme liberality.” *Owens v. Kaiser Found. Health Plan, Inc.*, 244 F.3d 708,  
10 712 (9th Cir. 2001) (internal citations and quotation marks omitted). Nonetheless, it is within the  
11 district court’s discretion to determine whether to grant leave to amend. *Chappel v. Lab. Corp. of*  
12 *Am.*, 232 F.3d 719, 725 (9th Cir. 2000).

13 Courts “consider[] five factors in assessing the propriety of leave to amend—bad faith, undue  
14 delay, prejudice to the opposing party, futility of amendment, and whether the plaintiff has  
15 previously amended the complaint.” *U.S. v. Corinthian Colls.*, 655 F.3d 984, 995 (9th Cir. 2011)  
16 (internal citation omitted). When the Court exercises its discretion, the Court “must be guided by  
17 the underlying purpose of Rule 15 to facilitate decision on the merits, rather than on the pleadings  
18 or technicalities.” *U.S. v. Webb*, 655 F.2d 977, 979 (9th Cir. 1981) (internal citation omitted).

### 19 **A. Plaintiff is Granted Leave to Amend its Complaint to Add its Viable Causes of** 20 **Action and the Prescott Park HOA as a Defendant.**

21 The five-factor balancing test weighs unanimously in favor of amendment. This is Plaintiff’s  
22 first request to amend the Complaint. Defendant does not allege, nor is there any evidence of, bad  
23 faith on Ocwen’s part. Indeed, after the stay was lifted, Plaintiff diligently filed the present motion  
24 before the stipulated deadline to amend expired. ECF No. 40 at 3 (setting deadline for amendment  
25 as January 28, 2020). In addition, Defendant will not be prejudiced by amendment as discovery

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27 <sup>2</sup> ECF No. 50 at 7-8, citing *Silver State Schs. Credit Union v. Oella Ridge Tr.*, No. 76382, 2019 WL 3061742, at  
28 \*1 (Nev. 2019 July 11, 2019) (unpublished); *Deutsche Bank National Trust Company for New Century Home Equity*  
*Loan Trust, Series 2005-D, Asset Backed Pass-Through Certificates v NV Eagles, LLC, et al.*, No. 75275, 2019 WL  
3484013 at \*1-2 (Nev. July 24, 2019)(unpublished).

1 remains open in this matter through July 27, 2020. ECF No. 59 at 4. Further, Plaintiff did not delay  
2 in seeking amendment, nor is it time barred from bringing its proposed causes of action as discussed  
3 herein.

4 “A statute of limitations period runs from the date a cause of action accrues, which is ‘when  
5 a suit may be maintained thereon.’” *U.S. Bank Nat’l Ass’n v. 5316 Clover Blossom Ct. Trust*, No.  
6 75861-COA, 2019 WL 5260057, at \* 2 (Nev. Ct. App. Oct. 16, 2019) (unpublished), *citing Clark v.*  
7 *Robison*, 944 P.2d 788, 789 (Nev. 1997). As of September 8, 2014, Ocwen knew or should have  
8 known that statute of limitations period accrual date began to run when it is undisputed the  
9 foreclosure deed was recorded (ECF No. 1 at 3 ¶ 9) because, at that point, even if Plaintiff did not  
10 know whether the HOA lacked authority to foreclose on the superpriority portion of the lien, Plaintiff  
11 clearly knew that the HOA had foreclosed, which would, ostensibly, extinguish Plaintiff’s interest.<sup>3</sup>  
12 Moreover, even if the accrual of claims arguably did not occur until after discovery reopened, the  
13 Court’s determination of the accrual start date leave Plaintiff’s viable claims in tact for the reasons  
14 stated below. Defendant nonetheless, insists that “[a]ny claim based on [Plaintiff’s] new allegations  
15 of satisfaction of the superpriority portion of the Association’s lien are [sic] time-barred based on  
16 the three-year limitations period found under NRS 11.190(3)(a) or the four-year limitations period  
17 under NRS 11.220.<sup>[1]</sup>” ECF No. 49 at 3. Defendant’s arguments fail because this case was  
18 administratively stayed and the applicable limitations period was equitably tolled from August 18,  
19 2016 through September 9, 2019. ECF Nos. 25 and 38.

20 1. Operation Of Law Did Not Toll The Statute Of Limitations.

21 Plaintiff argues that the statute of limitations was tolled as a matter of law under NRS 11.350.  
22 However, NRS 11.350 tolls the statute of limitations while an injunction bars the commencement of  
23 a lawsuit. *Vari-Build Inc., v. City of Reno*, 622 F.Supp. 97, 100-01 (D. Nev. 1985) (“NRS 11.350 .  
24 . . tolls the statute of limitations while an injunction stays the commencement of a lawsuit[.] . . .

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25 <sup>3</sup> Nevada applies the discovery rule to the commencement of the accrual of a claim, which means that statutory  
26 time limits for bringing a cause of action generally “do not commence and the cause of action does not ‘accrue’ until the  
27 aggrieved party knew, or reasonably should have known, of the facts giving rise to the damage or injury.” *G & H Assocs.*  
28 *v. Ernest W. Hahn, Inc.*, 934 P.2d 229, 233 (Nev. 1997) (internal citation omitted); *see also Bank of New York Mellon v.*  
*Pomeroy*, Case No. 2:17-cv-00939-RFB-NJK, 2019 WL 1429612, at \*5 (D. Nev. Mar. 30, 2019) (unpublished) (finding  
the statute of limitations began to run, at the latest, upon the recording of the foreclosure deed); *U.S. Bank Nat’l Ass’n*,  
2019 WL 5260057, at \* 2.

1 Nevada statute provides no exception for [administrative and judicial appeals], therefore, the courts  
2 should not create one”). Further, a review of case law revealed no authority that applies NRS 11.350  
3 to a court ordered stay based on an appeal to a higher court. In fact, Plaintiff provides no authority  
4 for this contention and the Court found no decision yielding the result Plaintiff seeks based on this  
5 Nevada Revised Statute. Therefore, the Court concludes that the applicable statutes of limitation  
6 were not tolled by operation of law when the administrative stay was entered.<sup>4</sup>

7           2.       Equitable Tolling Applies To Plaintiff’s Claims.

8           “Equitable tolling focuses on whether there was excusable delay by the plaintiff[.]” *Lukovsky*  
9 *v. City and Cnty. of San Francisco*, 535 F.3d 1044, 1051 (9th Cir. 2008) (internal quotation marks  
10 omitted).<sup>5</sup> “Where the danger of prejudice to the defendant is absent, and the interests of justice so  
11 require, equitable tolling of the limitations period may be appropriate.” *Azer v. Connell*, 306 F.3d  
12 930, 936 (9th Cir. 2002) (internal citation omitted). *See also Bonilla v. Las Vegas Cigar Co.*, 61  
13 F.Supp.2d, 1129, 1140 (D. Nev. 1999) (“[f]ederal courts have applied the doctrine of equitable  
14 tolling in two generally distinct kinds of situations. In the first, the plaintiffs were prevented from  
15 asserting their claims by some kind of wrongful conduct on the part of the defendant. In the second,  
16 extraordinary circumstances beyond plaintiffs’ control made it impossible to file the claims on  
17 time.”) (Internal citation omitted.)

18           Here, of course, Defendant has not engaged in wrongful conduct; however, Plaintiff  
19 encountered an excusable delay by virtue of the Court’s stay of proceedings arising from a seismic  
20 shifting in Nevada law. ECF No. 25 (and discussion therein). This stay was not within Plaintiff’s  
21 control. In fact, before the stay was actually lifted, the Court twice denied motions to lift stay—one  
22 by Defendant and one by Plaintiff—during which time U.S. Supreme Court review was sought and  
23 the Nevada Supreme Court further considered interpretation of state law at issue in this case. ECF  
24 Nos. 27 and 33. Moreover, once the Court did lift its stay, Plaintiff acted reasonably and promptly.  
25 ECF Nos. 38 and 47. Given the ongoing changes in Nevada law, which was apparent to all parties

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27 <sup>4</sup> Plaintiff also argues that it was barred from “fil[ing] a new action against BFP incorporating the new claims  
28 due to the doctrine of res judicata.” ECF No. 50 at 5, *citing Smith v. Hutchins*, 566 P.2d 1136, 1137 (Nev. 1977). The  
Court does not discuss this argument further because it plays no role in its decision today.

<sup>5</sup> Defendant’s “relation back” is inapplicable to the case at bar.

1 herein, there is no finding of prejudice to Defendant and justice is clearly best served by allowing  
2 Plaintiff's claims to proceed. *See Castle v. Wells Fargo Fin., Inc.*, No. C 06-4347 SI, 2007 WL  
3 1105118, at \*1-2 (N.D. Cal. Apr. 10, 2007) (unpublished) (where the Northern District of California  
4 stayed proceedings pending the California Supreme Court's disposition concerning class action  
5 waiver enforceability and equitably tolled the Fair Labor Standards Act's statute of limitations to  
6 "preserve claims that [would have] otherwise be[en] lost as a result"). Therefore, even if the Court  
7 accepts Defendant's argument that the applicable statute of limitations is three years under NRS  
8 11.190(3)(a), Ocwen is well within the statutory limitation period to bring its proposed causes of  
9 action as the case was stayed for 1,117 days and, consequently, only two-and-a-half years have run  
10 since the foreclosure deed was recorded at the time of this Order.<sup>6</sup>

11 3. *SFR Invs. Pool 1, LLC v. Wells Fargo Bank, N.A. Does Not Bar Plaintiff's*  
12 *Claims.*

13 Further, despite Defendant's argument to the contrary, Plaintiff's proposed Unjust  
14 Enrichment, Wrongful/Statutorily Defective Foreclosure, Breach of Statutory Duty, Negligent  
15 Misrepresentation, Breach of Contract, and Breach of Covenant of Good Faith and Fair Dealing  
16 causes of action are viable. ECF No. 47-1. As shown below, these claims concern the validity of  
17 the foreclosure sale and, more specifically, the potential satisfaction of the superpriority component  
18 of the Prescott Park HOA's lien.

19 Defendant argues that amendment is futile, citing to a footnote from a Nevada Supreme Court  
20 decision that "question[s whether] a homeowner can satisfy the default as to the super-priority  
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22 <sup>6</sup> The most restrictive limitations period relevant to Plaintiff's proposed claims is three years. Plaintiff's quiet  
23 title, declaratory relief, wrongful/statutorily defective foreclosure, and breach of statutory duty causes of action are all  
24 based upon a liability created by Nevada's HOA lien statute and, therefore, carry a three-year limitations period. NRS  
25 11.190(3)(a). Plaintiff's negligent misrepresentation claim also has a three year limitations period. NRS 11.190(3)(d).  
26 However, Plaintiff's unjust enrichment claim is not based upon a liability created by statute and, consequently, carries a  
27 four-year statute of limitations. NRS 11.190(2)(c). Plaintiff's breach of contract and breach of covenant of good faith  
28 and fair dealing claims are based on the Prescott Park HOA's Covenants, Conditions & Restrictions, an instrument in  
writing, and carry a six-year statute of limitations. NRS 11.190(1)(b).

Moreover, Defendant's discussion of *City of Saint Paul, Alaska v. Evans* is inapposite. 344 F.3d 1029 (9th Cir. 2003). The *Evans* court prevented plaintiffs from raising affirmative defenses as a means "to evade the limitations statutes by bringing a time-barred declaratory judgment action, waiting for the defendant to assert its interests in the form of a counterclaim, and then raising the identical time-barred claims as defenses." *Id.* at 1031. In contrast, Plaintiff never attempted to raise its proposed claims as affirmative defenses and the Court-ordered-stay equitably tolled the statutes of limitation.

1 portion of an HOA's lien[.]” ECF No. 49 at 3, *citing SFR Invs. Pool 1, LLC v. Wells Fargo Bank,*  
2 *N.A.*, No. 70471, 2018 WL 6609670, at \*1 n.2 (Nev. 2018) (unpublished). On the facts presented in  
3 that case, the Nevada Supreme Court concluded that “[a]ssuming a homeowner can satisfy the  
4 default as to the superpriority portion of an HOA's lien,<sup>1</sup> the record does not establish that the HOA  
5 . . . allocated or had an obligation to allocate the former homeowner's payment in that manner.” *Id.*  
6 at \*1 (internal footnote omitted). Accordingly, the Nevada Supreme Court rejected the bank's  
7 argument that the homeowner's payment in excess of the superpriority component of the HOA's  
8 lien caused its satisfaction. *Id.*

9         Despite this holding, Defendant's arguments are unpersuasive because the Nevada Supreme  
10 Court recently held that the “homeowner has the ability to cure a default as to the superpriority of  
11 an HOA lien.” *9353 Cranesbill Tr. v. Wells Fargo Bank, N.A.*, 459 P.3d 227, 232 (Nev. 2020). In  
12 *9353 Cranesbill Tr.*, the court explained that partial payments by the homeowner to the HOA, if  
13 applied 100% to the superpriority portion of the delinquency, would have cured “the default as that  
14 portion of the lien, rendering the sale void as to the holder of the first deed of trust.” *Id.* at 228.  
15 Thereafter, the court reasoned that “[a]s the person primarily obligated to pay the HOA fees, the  
16 homeowner has the legal ability to pay the superpriority portion of the lien, directly or through  
17 payments made to and by the first deed of trust holder.” *Id.* at 230 (internal citation omitted).  
18 Plaintiff's proposed Unjust Enrichment, Wrongful/Statutorily Defective Foreclosure, Breach of  
19 Statutory Duty, Negligent Misrepresentation, Breach of Contract, and Breach of Covenant of Good  
20 Faith and Fair Dealing claims, which center around the possibility that the previous homeowner  
21 satisfied the superpriority component of the Prescott Park HOA's lien, therefore, are not barred by  
22 case law that is no longer operative. *Wilmington Trust, N.A., as Trustee of ARLP Securitization*  
23 *Trust, Series 2014-2 v. Saticoy Bay LLC Series 206 Valerian*, 416 F.Supp.3d 1077, 1085 (D. Nev.  
24 2019).

25             4.         Leave to Amend Will Promote a Decision on the Merits.

26         Plaintiff was able to determine that the previous homeowner potentially satisfied the  
27 superpriority component of the Prescott Park HOA's lien only after the stay was lifted and Plaintiff  
28 obtained the HOA Trustee NAS's collection file as part of initial disclosures. ECF No. 50 at 8; ECF

1 No. 50-1 at 3. Allowing Plaintiff to add its proposed causes of action in light of this information  
2 furthers the underlying purpose of Rule 15 to facilitate decision on the merits of this case.  
3 Accordingly, in light of Rule 15’s liberal approach to amendment and unanimous satisfaction of the  
4 five-factor amendment test, Plaintiff is granted leave to amend to add the Prescott Park HOA as a  
5 defendant and to add its proposed Unjust Enrichment, Wrongful/Statutorily Defective Foreclosure,  
6 Breach of Statutory Duty, Negligent Misrepresentation, Breach of Contract, and Breach of Covenant  
7 of Good Faith and Fair Dealing causes of action.

8 **B. Plaintiff is Denied Leave to Add its Futile Injunctive Relief, Declaratory Relief,**  
9 **and Quiet Title causes of action under the Fifth and Fourteenth Amendments of**  
10 **the United States Constitution.**

11 Denying leave to amend a complaint is proper “where the amendment would be futile.”  
12 *Gardner v. Martino*, 563 F.3d 981, 990 (9th Cir. 2009) (internal citation omitted). “An amendment  
13 is futile if the amended [pleading] could not withstand a motion to dismiss pursuant to Rule 12,  
14 Fed.R.Civ.P.” *Pullano v. NaphCare*, No. 2:10-cv-00335-JAD-VCF, 2014 WL 4704587, at \*5  
(unpublished) (internal citations and quotation marks omitted).

15 Here, the Court denies leave to amend as to Plaintiff’s Permanent and Preliminary Injunction  
16 “cause of action” because injunctive relief is a remedy, not a cause of action. *Ajetunmobi v. Clarion*  
17 *Mortg. Capital, Inc.*, 595 Fed.Appx. 680, 684 (9th Cir. 2014) (internal citation omitted). Moreover,  
18 Plaintiff’s Declaratory Relief and Quiet Title causes of action, based on its due process rights under  
19 the Fifth and Fourteenth Amendments of the United States Constitution, are not properly asserted.  
20 These claims allege that any notice purportedly required by Nevada’s HOA lien statute, NRS  
21 116.3116 *et seq.*, prior to its October 1, 2015 amendment, was “inadequate” and “insufficient,”  
22 rendering the statute facially violative of Ocwen’s constitutional due process rights. This argument  
23 fails because the Nevada Supreme Court later rejected *Bourne Valley*’s interpretation of the Nevada  
24 statutory scheme in *SFR Invs. Pool 1, LLC*, 422 P.3d 1248. That is, *SFR* “clarified that Nev. Rev.  
25 Stat. § 116.3116(1) incorporates the mandatory notice requirements of Nev. Rev. Stat. § 107.090.  
26 *Id.* at 1250–53. Thus, an HOA must give notice to all junior interest holders regardless of any  
27 request. In light of that decision, *Bourne Valley* no longer controls the analysis, and . . . Nev. Rev.  
28 Stat. § 116.3116 *et seq.* is not facially unconstitutional on the basis of an impermissible opt-in notice



1 scheme.” *Bank of America, N.A. v. Arlington West Twilight Homeowners Association*, 920 F.3d  
2 620, 623-24 (9th Cir. 2019). Further, *SFR* makes clear that “even before the October 1, 2015[]  
3 amendment . . . , [Nevada’s HOA lien] statute incorporated NRS 107.090’s requirement to provide  
4 foreclosure notices to all holders of subordinate interests, even when such persons or entities did not  
5 request notice.” 422 P.3d at 1253.

6 Accordingly, the Court denies Plaintiff’s Motion to the extent it seeks to add its futile  
7 injunctive relief claims and its Declaratory Relief and Quiet Title causes of action under the Fifth  
8 and Fourteenth Amendments of the United States Constitution.

9 **III. ORDER**

10 IT IS HEREBY ORDERED that Plaintiff’s Motion for Leave to Amend Complaint (ECF  
11 No. 47) is GRANTED in part and DENIED in part.

12 IT IS FURTHER ORDERED that Plaintiff is granted leave to amend its Complaint to add  
13 the Prescott Park HOA as a defendant and its Unjust Enrichment, Wrongful/Statutorily Defective  
14 Foreclosure, Breach of Statutory Duty, Negligent Misrepresentation, Breach of Contract, and Breach  
15 of Covenant of Good Faith and Fair Dealing causes of action.

16 IT IS FURTHER ORDERED that Plaintiff is denied leave to amend and add its injunctive  
17 relief claims and its Declaratory Relief and Quiet Title causes of action under the Fifth and  
18 Fourteenth Amendments of the United States Constitution.

19 IT IS FURTHER ORDERED that Plaintiff shall revise its proposed amended complaint to  
20 comply with this Order and file the same with seven calendar days of the date of this Order.

21 DATED THIS 14th day of April, 2020.

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25 ELAYNA J. YOUCHAK  
26 UNITED STATES MAGISTRATE JUDGE  
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